REMARKS

Claims 26-41 are pending in this application. Claims 1-25 and 42-76 have been cancelled as non-elected, subject to traverse and reserving all rights to file a divisional application on these Claims. Claim 41 as presented herein was originally numbered Claim 42, but was renumbered by the Examiner. In an Office Action mailed January 2, 2003, the Examiner rejected Claims 26-31 and 34-39 under 35 U.S.C. § 103(a) as being obvious in view of United States Patent No. 5,592,375 to Salmon et al. ("the Salmon patent"). Further, the Examiner rejected Claims 32-33 and 40-41 under 35 U.S.C. § 103(a) as being obvious in view of the Salmon patent and "Computerized Selling: Dealership systems now track customers along with the bills and payroll" by Charles M. Thomas ("Thomas").

REJECTION OF CLAIMS 26-41 UNDER 35 U.S.C. § 103(a)

The Examiner rejected Claims 26-31 and 34-39 as being obvious in view of the Salmon patent. The Examiner rejected Claims 32-33 and 40-41 as being obvious in view of the Salmon patent and Thomas.

Applicant believes that the Claims as filed are patentably distinct from the teachings of the Salmon patent. Nevertheless, in order to expedite prosecution of the pending Claims, Applicant has respectfully submitted amendments to the pending Claims.

The Salmon patent teaches a computerized system for matching the employment needs of employers with the qualifications of job seekers. Job seekers post information about themselves, such as their qualifications, into a centralized database. Employers are able to perform searches on the database and to compare the qualifications of various job seekers. Employers may use the information to make hiring decisions. The system of the Salmon patent, however, does not provide a means by which employers communicate with job seekers. Instead, any hiring transactions are carried out through traditional means.

Based on this background, **the Salmon patent is not analogous art to a "purchase request management system."** The system of the Salmon patent does not manage purchase requests at all. If it manages anything, the system of the Salmon patent manages employment information. Nevertheless, the Examiner apparently applied the reference because the Salmon patent purports to teach, in a very abstract sense, "a computer-implemented system for brokering transactions between sellers and a buyer of goods or services." (Abstract) Sellers "interactively

enter information, including multimedia information, into the database." (Abstract) Each buyer is able to "select and review the descriptive information from the database, and [the system] makes perceptible the multimedia information in response to an interactive buyer request." (Abstract) Throughout the specification of the Salmon patent, job seekers are referred to as "sellers" and employers are referred to as "buyers."

Applicant respectfully submits that a skilled artisan would not, based solely on the Salmon patentee's classification of job seekers as "sellers" and of employers as "buyers," consider the Salmon patent applicable to a "purchase request management system." Rather, Applicant believes that a skilled artisan would correctly view the system of the Salmon patent as a computerized system for entering and viewing employment qualifications. A skilled artisan would not, therefore, apply the teachings of the Salmon patent to the development of a "purchase request management system." Nevertheless, without agreeing that job seekers are "sellers" and that employers are "buyers," and for the sake of responding to the Examiner's rejections, Applicant will use, throughout this response, the "buyer" and "seller" terminology of the Salmon patent.

Figure 5 of the Salmon patent illustrates in detail the teachings of the Salmon patent. As shown in block 502 of Figure 5, the buyer specifies the characteristics that he or she must have and that he or she wants to have in the product he or she wishes to purchase. Then, in blocks 504-520, the system of the Salmon patent queries the data of multiple sellers to find products that are perfect matches, or at least good matches, compared to the buyer's search criteria. In Block 522 and 524, the buyer is presented with the best matches. In Blocks 528-556, the buyer may modify his or her search, request more information, or perform other actions to determine which product he or she wishes to purchase, if any. Finally, in Blocks 570-572, the buyer selects a product, and the transaction is recorded.

Thus, in the system of the Salmon patent, every buyer has access to every offer for sale that is stored in the database. Potentially, a buyer could view every offer for sale by specifying a broad search criteria. Alternatively, a buyer can choose to view a narrower list of offers for sale by specifying a narrow search criteria. Sellers do not have access to the information entered by buyers.

From the previous discussion of the teachings of the Salmon patent, it is clear that the Claims as amended are patentably distinct from the teachings of the Salmon patent. Specifically, with regard to Claim 26:

The Salmon patent does not teach "sets of purchase requests, the purchase requests received from potential buyers and stored in the database." The system of the Salmon patent collects two types of information: (1) information that describes products or services that a seller would like to sell, and a price the seller is offering ("offers for sale"), and (2) buyer profiles from potential buyers. The offers for sale are entered by sellers. The buyer profiles are entered by buyers. Neither of these types of information is a "purchase request[] received from potential buyers." It is readily apparent that an offer for sale cannot be a "purchase request[] received from potential buyers." An offer for sale is not a purchase request. Whereas a purchase request implies a desire to purchase a product, an offer for sale implies a desire to sell a product. Furthermore, the offers for sale of the Salmon patent are received from sellers, not from "potential buyers."

Buyer profiles are also not "purchase requests received from potential buyers." Instead, the buyer profiles of the Salmon patent are mere search criteria. In the system of the Salmon patent, a person enters a buyer profile that indicates his or her needs and his or her wants. Based on the needs and wants, the system presents to the buyer a list of products that match the buyer's needs and wants. The buyer profile provided by the buyer is akin to search criteria that a person, including a buyer, might enter into any searchable database. In general, a person using the system of the Salmon patent may be a buyer, and the person may search the database to compare products, to more fully understand each product, or even to decide to purchase a product. However, the fact that a product listing, based on search criteria, aids a person in purchasing products does not convert mere search criteria into a purchase request.

Even assuming, *arguendo*, that the buyer profiles of the Salmon patent are purchase requests, **the buyer profiles do not meet the limitation that "each set of purchase requests [is] associated with one of a plurality of dealers, each purchase request belonging to at least one set and fewer than all sets."** The buyer profiles of the Salmon patent are search criteria that are associated only with the buyer that enters the criteria. In the system of the Salmon patent, sellers do not have access to buyer profiles. Sellers cannot search buyer profiles. Sellers are not assigned buyer profiles. Indeed, in the system of the Salmon patent, sellers have no way to come

into contact with any buyer unless the buyer initiates contact. Thus, the buyer profiles of the Salmon patent are not "associated with one of a plurality of dealers."

Even assuming, *arguendo*, that the buyer profiles of the Salmon patent are purchase requests, **the buyer profiles do not meet the limitation of "a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer."** As previously discussed, in the system of the Salmon patent, sellers are not able to access or manage the buyer profiles in any way.

Even assuming, *arguendo*, that the offers for sale of the Salmon patent are purchase requests, **the offers for sale do not meet the limitation that "each purchase request belong[s] to at least one set and fewer than all sets; and a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer."** This is a big assumption; recall that offers for sale, under the Salmon patent, are received by buyers, not sellers. Thus, for the assumption to hold up, the buyers of the Salmon patent would have to be analogous to dealers as used in the Claims as amended. Similarly, the sellers of the Salmon patent would have to be analogous to buyers as used in the Claims as amended. Applicant respectfully submits that these analogies are unsound on their face; buyers are not sellers, and sellers are not buyers. Nevertheless, the analogies are assumed to be sound for the sake of argument.

In the system of the Salmon patent, the offers for sale are entered by the sellers. The buyers are able to search the offers for sale according to search criteria provided by the buyers. The offers for sale are not associated with any particular buyer. Instead, the offers for sale are displayed to any buyer that enters search criteria that matches information about the offers for sale. If a buyer changes his or her search criteria, different offers for sale will be displayed to the buyer. Indeed, if a buyer specifies his or her search criteria broadly enough, or if the buyer repeats a search a number of times with different criteria, he or she may have access to all offers for sale.

Thus, in the system of the Salmon patent, every buyer has access to every offer for sale entered in the database. In contrast, Claim 26 provides a mechanism for "permit[ting] each dealer to access and manage only the set of purchase requests associated with the dealer." The range of exclusive access to purchase requests provided by Claim 26 may vary, such that each purchase request may be accessible to only one dealer, or each purchase request may be

accessible by several dealers. However, some level of exclusive access is provided; under Claim 26, a purchase request is not available to all dealers.

The exclusivity provided by Claim 26 provides advantages to dealers. As an example, car dealers desire to receive purchase requests that are relatively free from competition. Upon receiving a purchase request that has some degree of exclusivity, a car dealer can be more confident that he or she can devote resources to making a sale, without worrying that a potential buyer will play the dealer off another dealer to create a bidding war. As such, the car dealer can generate more sales volume, and more quickly. If, however, the purchase request is available to every dealer, the request loses much of its value, because the dealer must potentially devote considerable resources to winning a bidding war.

Thus, Claim 26 is antithetical to the very purpose of the system of the Salmon patent. Whereas Claim 26 describes a system that minimizes bidding wars, the system of the Salmon patent encourages bidding wars. The system of the Salmon patent is intended to offer buyers a chance to compare multiple goods or services. Each buyer, it is expected, will determine which, if any, of the offers for sale that he or she considers to be the best price, and may decide to purchase that product. Far from discouraging the practice of playing one seller against another to gain price concessions, the system of the Salmon patent enables it. Thus, the Salmon patent does not teach that "each purchase request belong[s] to at least one set and fewer than all sets; and a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer."

Furthermore, **a skilled artisan would have no motivation to modify the teachings of the Salmon patent to include the limitation** that "each purchase request belong[s] to at least one set and fewer than all sets; and a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer." As has been clearly demonstrated, such a modification would render the system of the Salmon patent unworkable for its intended purpose of allowing buyers to compare the offerings and prices of every seller. As explained, this purpose of the system of the Salmon patent relies on the universal access, by buyers, of the offers for sale. Thus, a skilled artisan would perceive the limitation that "each purchase request belong[s] to at least one set and fewer than all sets; and a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer" as a weakness that would destroy the advantages

of the system of the Salmon patent. Therefore, it would not have been obvious for a skilled artisan to modify the teachings of the Salmon patent to add the limitation.

For the foregoing reasons, Applicant respectfully submits that Claim 26 as amended is patentable over the Salmon patent, and respectfully requests its allowance.

Claims 27-33 are dependent, at least indirectly, on Claim 26 as amended. As such, Claims 27-33 include at least the limitations of Claim 26. As Claim 26 as amended is patentable over the Salmon patent, Applicant respectfully submits that Claims 27-33 are also patentable over the Salmon patent. Applicant respectfully requests the allowance of Claims 27-33.

With regard to Claim 34:

Claim 34 includes the following limitations that are substantially similar to limitations included in Claim 26 that have been shown to be patentable over the Salmon patent:

(1) "means for storing a plurality of sets of purchase requests received from potential buyers, wherein each set of purchase requests is associated with one of a plurality of dealers and each purchase request belongs to at least one set and fewer than all sets."

(2) "means for listing only the set of purchase requests associated with a dealer."

As substantially similar limitations have been shown to be patentable over the Salmon patent, Applicant respectfully submits that Claim 34 is patentable over the Salmon patent for the reasons indicated in relation to Claim 26.

As such, Applicant respectfully submits that Claim 34 as amended is patentable over the Salmon patent, and respectfully requests its allowance.

Claims 35-41 are dependent, at least indirectly, on Claim 34 as amended. As such, Claims 35-41 include at least the limitations of Claim 34. As Claim 34 as amended is patentable over the Salmon patent, Applicant respectfully submits that Claims 35-41 are also patentable over the Salmon patent. Applicant respectfully requests the allowance of Claims 35-41.

New Claims 77-85 are dependent, at least indirectly, on Claim 26 as amended. As such, Claims 77-85 include at least the limitations of Claim 26. As Claim 26 as amended is patentable over the Salmon patent, Applicant respectfully submits that Claims 77-85 are also patentable over the Salmon patent. Applicant respectfully requests the allowance of Claims 77-80.

New Claim 86 incorporates the limitations of Claims 26, 77, 80, 84, and 85 as amended. As each of these Claims are patentable over the Salmon patent, Applicant respectfully submits

that Claim 86 is also patentable over the Salmon patent. Applicant respectfully requests the allowance of Claim 86.

REQUEST FOR TELEPHONE INTERVIEW

Pursuant to M.P.E.P. § 713.01, in order to expedite prosecution of this application, Applicant's undersigned attorney of record hereby formally requests a telephone interview with the Examiner as soon as the Examiner has considered the effect of the above. Applicant's attorney can be reached at (949) 721-2814.

CONCLUSION

In view of the foregoing, the present application is believed to be in condition for allowance, and such allowance is respectfully requested. If further issues remain to be resolved, the Examiner is cordially invited to contact the undersigned such that any remaining issues may be promptly resolved.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

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